

January 13, 2020

Mr. Frank Bernardino Managing Partner Anfield Consulting, Inc. 201 West Park Avenue, #100 Tallahassee, FL 32301

Re: Lobbyist/Consultant Agreement

Dear Mr. Bernardino:

Capital City Consulting, LLC, (hereinafter "CCC") is pleased that Anfield Consulting, Inc. (hereinafter "Anfield") has chosen to contract with CCC as consultants/lobbyists in the representation of JEA before Florida's legislative and executive branches. Given our government affairs experience, we believe we are well equipped to enhance JEA's efforts in Tallahassee. This letter of agreement is intended to set forth our understanding as to the nature, scope and terms of professional consulting services CCC has agreed to provide to Anfield and JEA.

SCOPE OF SERVICES. CCC agrees to represent JEA as independent contractors of Anfield during legislative sessions and committee weeks to monitor all actions of the legislative and executive branches that could impact JEA's presence in Florida. In addition, CCC agrees to lobby on behalf of JEA to acquire state appropriations for their water project: H2.0, which will create a water purification facility for Northeast Florida. This project will also include innovative wetland restoration and reclaimed water storage.

TERM. The term of this relationship shall begin on October 1, 2019, and continue until September 30, 2020.

FEES. Anfield agrees to pay CCC an annual fee of \$50,000 payable in monthly installments of \$4,166.67. In addition to our fee for services, we also charge separately for out-of-pocket expenses such as travel required in the representation of JEA, lobbyist registration, meals with legislators and staff, and any other nonstandard office expenses. We make every effort to keep these expenses to a minimum. CCC does not pay for meals or any expenses of legislators or other government officials. It is our understanding Anfield will pay CCC upon receipt of payment from JEA.

CONFIDENTIALITY. CCC will treat any and all information, communications, or materials of Anfield and JEA as confidential and will not disclose or divulge same unless otherwise directed or authorized by Anfield or ordered to do so by a court of competent jurisdiction.

INDEPENDENT CONTRACTOR. The relationship of CCC to Anfield is that of an independent contractor. Nothing in this letter of agreement shall be deemed to create the relationship of partners. joint venturers, or employer/employee between CCC and Anfield. In connection with the activities described herein, it is agreed that CCC shall not be deemed to be the agent of Anfield and is not authorized to make any agreement for Anfield or any representation or warranty on behalf of Anfield.

ETHICAL AND LEGAL CONSIDERATIONS. CCC agrees to comply with all applicable local, state and federal laws, rules and regulations in its representation of JEA and Anfield under this agreement. In accordance with Florida reporting obligations required of lobbying firms, the firm must report percentages of this fee allocated to the legislative and executive branch services. Based on our previous experience and the nature of your issues, we project the work to be allocated 10% toward executive branch lobbying efforts and 90% toward legislative.

CONFLICTS OF INTEREST. CCC does not foresee any potential conflicts of interest with current clients. However, in the event that a conflict does occur with a future client, CCC agrees to disclose the conflict to all parties as soon as practical. CCC will attempt to resolve such conflict to the satisfaction of all parties. If a resolution agreeable to all parties is not achievable, then CCC must resolve the conflict in favor of any client represented prior to Anfield's initial retention of CCC.

MISCELLANEOUS PROVISIONS. This agreement constitutes the entire understanding and agreement of the parties hereto. It supersedes all prior negotiations, discussions, correspondence, communications, understandings, and agreements between the parties relating to the subject matter of this agreement. If any portion of this agreement is found to be invalid or unenforceable, all other terms, provisions and covenants shall remain in full force and effect. Any amendment hereto must be in writing and signed by the parties.

Nick Iarossi, Chris Schoonover, and Andrew Ketchel will have primary responsibility for this engagement, but all firm members will be accessible as needed.

If you agree with the terms contained in this letter of agreement, please sign and date this document and return it to our office. We appreciate your business and look forward to serving you.

Sincerely,

I agree with the terms of this letter contract on behalf of Anfield Consulting, Inc.

Signed on this 13 day of January 20 20.

Senior Partner